

wo

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Russell Gordon Doemer,

Plaintiff,

vs.

Charles Ryan; Maureen Johnson; Jennifer Fox; and Corizon Health Care Corporation,

Defendants.

No. CV-17-02174-PHX-DGC (BSB)

ORDER

Plaintiff has filed a motion to reopen this case and unbind the parties' settlement agreement. Doc. 155. The Court will deny the motion.

I. Background.

Plaintiff asserts various constitutional violations against Defendants, including Eighth Amendment medical claims. Doc. 1. These claims allege a denial of treatment for Plaintiff's hepatitis and certain other medical conditions. *See id.* at 6; Doc. 27 at 3-6.

The parties agreed to settle the case for a confidential amount in early January 2019 and filed a notice to this effect. *See* Docs. 135, 136. The Clerk administratively terminated the case on March 1, 2019 because the parties failed to timely file a stipulation to dismiss. Docs. 136, 138. The parties subsequently filed stipulations to dismiss the claims with prejudice, which the Court granted. Docs. 139, 140, 143, 144.

Plaintiff filed motions to reopen and continue the case. Doc. 145, 150, 152. The Court denied the motions because the settlement agreement is a binding contract and

1 Plaintiff released all claims arising out of this action pursuant to the express terms of the
2 agreement. Doc. 153. Plaintiff now asks the Court to reconsider this ruling. Doc. 155.

3 **II. Reconsideration Standard.**

4 Motions for reconsideration are disfavored and should be granted only in rare
5 circumstances. *See Ross v. Arpaio*, No. CV-05-4177-PHX-MHM, 2008 WL 1776502,
6 at *2 (D. Ariz. Apr. 15, 2008). A motion for reconsideration will be denied “absent
7 a showing of manifest error or a showing of new facts or legal authority that could not
8 have been brought to [the Court’s] attention earlier with reasonable diligence.” LRCiv
9 7.2(g)(1); *see Carroll v. Nakatani*, 342 F.3d 934, 945 (9th Cir. 2003). Mere disagreement
10 with an order is an insufficient basis for reconsideration. *See Ross*, 2008 WL 1776502,
11 at *2. Nor should reconsideration be used to make new arguments or to ask the Court to
12 rethink its analysis. *See id.*; *Nw. Acceptance Corp. v. Lynnwood Equip., Inc.*, 841 F.2d
13 918, 925-26 (9th Cir. 1988).

14 **III. Discussion.**

15 Plaintiff claims that the Court failed to consider his argument that Defendants lied
16 to him and withheld information about his diagnosis of hepatitis. Doc. 155 at 1. This is
17 not correct.

18 Plaintiff argued in his initial motion to reopen that Defendants purposely ignored
19 the fact that his hepatitis was in an advanced stage and falsely led Plaintiff to believe
20 otherwise. Doc. 145 at 1. He further argued that Defendants withheld this information
21 until the settlement agreement became effective. *Id.* at 2-3.

22 The Court considered these arguments in ruling on the motion to reopen. *See*
23 Doc. 153 at 3 (citing Doc. 145 at 1-3). The Court denied the motion because the
24 settlement agreement “provides for the release of all claims whether ‘known or unknown,
25 matured or unmatured, asserted or unasserted, or which may hereafter accrue or
26 otherwise be acquired, on account of [his] injuries[.]’” *Id.* at 3 (quoting Doc. 147 at 7).
27 The Court explained that Plaintiff “expressly waived and assumed the risk of any claims
28 for damages that are unknown, ‘including any claims which, if known, would materially

1 affect his decision to enter into [the agreement].”” *Id.* Because Plaintiff fully understood
2 and voluntarily accepted the agreement’s terms, the agreement is a binding contract that
3 precludes Plaintiff from pursuing any claim against Defendants based on the
4 circumstances alleged in his complaint. *See id.* (citing Doc. 147 at 2-3). Plaintiff has
5 shown no manifest error in this ruling. Nor has he shown that the Court has overlooked
6 or otherwise misapprehended matters.¹

7 **IT IS ORDERED** that Plaintiff's new motion to reopen this case and unbind the
8 settlement agreement (Doc. 155) is **denied**.

9 Dated this 8th day of July, 2019.

David G. Campbell

David G. Campbell
Senior United States District Judge

26 Plaintiff asserts that he has documents which prove Defendants' alleged deceitful
27 conduct, but he does not present this purported evidence in support of his motion for
reconsideration. Nor did he present any such evidence with his prior motions to reopen.
See Docs. 145, 150, 152.